

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Felicia Owens aka Felicia A Ragland  
Debtor

CHAPTER 13

Freedom Mortgage Corporation  
Movant  
vs.

NO. 18-16627 ELF

Felicia Owens aka Felicia A Ragland  
Debtor

11 U.S.C. Section 362

William C. Miller, Esquire  
Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$17,934.15, which breaks down as follows;

Post-Petition Payments:	April 2020 to November 2020 at \$2,099.99/month
	December 2020 at \$1,937.36
Suspense Balance:	\$803.13
<b>Total Post-Petition Arrears</b>	<b>\$17,934.15</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

- a. Beginning on January 1, 2021 and continuing through September 1, 2021, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,937.36 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$1,992.69 from January 2021 to August 2021 and \$1,992.63 for September 2021 towards the arrearages on or before the last day of each month at the address below;

Freedom Mortgage Corporation  
Bankruptcy Department  
10500 Kincaid Drive, Suite 300  
Fishers, IN 46037

- b. Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

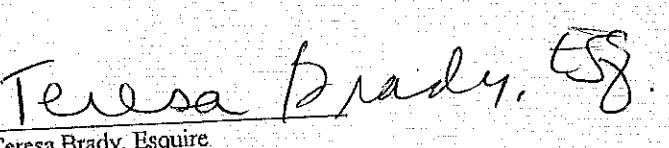
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

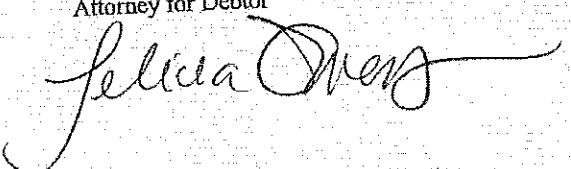
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 11, 2020

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: \_\_\_\_\_

  
Teresa Brady, Esquire  
Attorney for Debtor

  
Felicia Divers

Date: December 21, 2020

/s/ Jack Miller, Esquire, for\*

William C. Miller, Esquire  
Chapter 13 Trustee

*\*No objection to its  
terms, without prejudice  
to any of our rights and  
remedies*

## ORDER

Approved by the Court this 22nd day of December, 2020. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge  
XXXXXX Chas X

**ERIC L. FRANK**